

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM429111

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Altira Technology Fund V, L.P. as Collateral Agent		05/26/2017	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Premier Oilfield Equipment Co.		
<b>Street Address:</b>	2550 East Bijou Avenue		
<b>City:</b>	Fort Morgan		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80701		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4954179	CV SERIES	
<b>Registration Number:</b>	4971897	URBAN X	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4156932222		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	4156932000		
<b>Email:</b>	crhem@cooley.com		
<b>Correspondent Name:</b>	Cooley LLP		
<b>Address Line 1:</b>	101 California Street, 5th Floor		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>ATTORNEY DOCKET NUMBER:</b>	311760-134		
<b>NAME OF SUBMITTER:</b>	C. Rhem		
<b>SIGNATURE:</b>	/CR/		
<b>DATE SIGNED:</b>	05/26/2017		
<b>Total Attachments: 6</b>			
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## RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

THIS RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST ("*Release*") is made and effective as of May ~~20~~, 2017 (the "*Effective Date*") and granted by ALTIRA TECHNOLOGY FUND V L.P., a Delaware limited partnership ("*Altira*" or, the "*Collateral Agent*"), as a secured party, and as collateral agent for the secured parties under the Note Purchase Agreements referred to below (the "*Secured Parties*"), in favor of PREMIER OILFIELD EQUIPMENT CO., a Delaware corporation ("*Premier*"), and its/their successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Note Purchase Agreement dated as of August 4, 2016 (the "*Loan Agreement*") among Premier, the Collateral Agent, and the Secured Parties, Premier executed and delivered to the Collateral Agent (i) that certain Security Agreement by and among Premier, the Collateral Agent and the Secured Parties dated as of August 4, 2016 (the "*August Security Agreement*"), (ii) that certain Security Agreement by and among Premier, the Collateral Agent and the Secured Parties dated as of December 7, 2016 (the "*December Security Agreement*") and (iii) that certain Intellectual Property Security Agreement by and among Premier, the Collateral Agent and the Secured Parties dated as of August 4, 2016 (the "*IP Security Agreement*" and, together with the August Security Agreement and the December Security Agreement, the "*Security Agreements*");

WHEREAS, pursuant to the Security Agreements, Premier pledged and granted to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of Premier in, to and under the IP Collateral (as defined below);

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office at Reel 039348, Frame 0335 on August 4, 2016, and at Reel 5847, Frame 0835 on August 4, 2016;

WHEREAS, Premier, as seller, and Kaiser Premier, LLC, a Colorado limited liability company ("*Kaiser*"), as buyer, entered into that certain Asset Purchase Agreement dated as of May 13, 2017 (the "*Purchase Agreement*") pursuant to which Kaiser will acquire the Purchased Assets (as defined in the Purchase Agreement) from Premier as of the Closing (as defined in the Purchase Agreement) free and clear of any liens or interests except as may be specifically set forth therein, including without limitation all of the right, title and interest of Premier in, to and under the IP Collateral (as defined below);

WHEREAS, Section 3.02(a)(xii) of the Purchase Agreement requires that Premier obtain releases from the Collateral Agent in connection with the IP Collateral (as defined below);

WHEREAS, the August Security Agreement and the December Security Agreement require the written consent of the Majority Lenders (as defined in the Security Agreement), Premier and the Collateral Agent to waive or amend any provision of the Security Agreements;

WHEREAS, Premier has requested that Altira, as the Majority Lender under the August Security Agreement and the December Security Agreement, and the Collateral Agent enter into this Release in order to effectuate, evidence and record the release of and assigns any and all right, title and interest the Collateral Agent and the Secured Parties may have in the IP Collateral pursuant to the Security Agreements; and

WHEREAS, Altira, as the Majority Lender, and Collateral Agent, along with Premier, have agreed to consent to the releases of the Encumbrances (as defined in the Purchase Agreement) in connection with the Purchased Assets.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent hereby states as follows:

1. **Release of Security Interest.** As of the Effective Date, Altira, as the Majority Lender, and the Collateral Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates the IP Security Agreement and terminates, releases and discharges any and all security interests that it has to Premier's intellectual property granted under the Security Agreements, and hereby further assigns any and all right, title and interest in any and all right, title and interest of Premier in, to and under its intellectual property (as defined in the Uniform Commercial Code as the same may from time to time be in effect in the State of Delaware or otherwise), including, without limitation, the following (collectively, the "**IP Collateral**"):

(a) any and all patents, patent applications and other patent rights and any other governmental authority-issued indicia of invention or design or ownership, including, without limitation, the patents and patent applications listed in Schedule 1 hereto, and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "**Patents**");

(b) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including, without limitation, the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof ("**Trademarks**");

(c) any and all copyright interests, copyright applications and registrations, and like protections in each work of authorship, whether registered or unregistered and whether published or unpublished, including, without limitation, the copyright registrations and applications set forth in Schedule 3 hereto, and all extensions and renewals thereof ("**Copyrights**");

(d) all rights of any kind whatsoever of Premier accruing under any of the foregoing or any other intellectual property rights provided by the applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all rights, defenses, claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to pursue legal or equitable relief and to collect, or otherwise recover, any such damages or other remedy.

2. **Further Assurances.** Collateral Agent agrees to take all further actions, and provide to Premier and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as Premier and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. **Authority of Collateral Agent.** Collateral Agent represents and warrants that it has all power and authority to make the releases, terminations and assignments as provided herein and take all actions and exercise all powers under this Release.

4. **Third Party Beneficiary.** The parties hereby designate Kaiser as a third-party beneficiary of this Release having the right to enforce this Release against Collateral Agent, Premier or otherwise.

5. **Governing Law.** This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ALTIRA TECHNOLOGY FUND V L.P.  
as Collateral Agent and as a secured  
party

By: Dirk W. McDermott  
Name: Dirk McDermott  
Title: \_\_\_\_\_

Address for Notices:

1675 Broadway, Suite 2400  
Denver, CO 80202  
Attention: Dirk McDermott  
Email: dmcdermott@altiragroup.com

*[Signature Page to Release of Intellectual Property Security Interest]*

IN WITNESS WHEREOF, the parties have caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**PREMIER OILFIELD EQUIPMENT CO.**

By: 

Name: Don J. Weber

Its: CEO

*[Signature Page to Release of Intellectual Property Security Interest]*

SCHEDULES

**SCHEDULE 1**

**PATENTS AND PATENT APPLICATIONS**

Description	Registration/Application Number	Registration/Application Date
U.S. Patent Registration	6,547,964	04/15/2003
U.S. Patent Registration	6,607,666	08/19/2003
U.S. Patent Application	Serial No. 13/323,580	12/12/2011

**SCHEDULE 2**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Description	Trademark	Registration/Application Number	Registration/Application Date
U.S. Trademark Registration	CV SERIES	4,954,179	05/10/2016
U.S. Trademark Registration	URBAN X	4,971,897	06/07/2016

**SCHEDULE 3**

**COPYRIGHT REGISTRATIONS AND APPLICATIONS**

None.